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places his signature thereon before delivery he is an indorser and . . . if the bill is payable to the order of the maker he is liable to all parties subsequent to the maker." A drew a bill on B to his own order. B accepted it and C indorsed it before delivery to A. A sued C and offered parol evidence that C signed with the intention to lend his credit to B in accordance with an agreement with A. *Held*, that the evidence is admissible. *Haddock, Blanchard & Co. v. Haddock*, 85 N. E. 682 (N. Y.).

Before the adoption of the Negotiable Instruments Law in New York a stranger who indorsed a bill in blank before delivery was presumably only a second indorser, but this presumption could be overcome by parol evidence that he intended to become liable to the payee. *Moore v. Cross*, 19 N. Y. 227. The theory was that the parol evidence did not change his character of indorser, but simply showed an authority in the maker to indorse without recourse to the anomalous indorser who was then taken to have indorsed back to the maker. This doctrine reconciles the present decision with § 113 of the Negotiable Instruments Law, for the parol evidence does not affect the defendant's liability as indorser. § 114 provides for liability to parties subsequent to the maker, but does not negative liability to the maker. Hence the court concludes that there is nothing in the statute inconsistent with the old rule which allowed parol evidence to show the true agreement between the payee and the anomalous indorser.

CARRIERS — DUTY TO ACCEPT AND CARRY PASSENGERS — PRIVATE CARRIERS. — The defendant company ran a steamer exclusively for the purpose of carrying visitors to and from its amusement park on an island. Its tickets included the ride on the steamer and admission to the park. The plaintiff was refused admission to the steamer because of former disorderly conduct. *Held*, that the defendant is not a common carrier to and from its island, and has a right to exclude the plaintiff. *Meisner v. Detroit Ferry Co.*, 118 N. W. 14 (Mich.).

A common carrier is one who undertakes by virtue of his calling to carry indifferently for all who may choose to employ him. *Iron Works v. Hurlbut*, 158 N. Y. 34. A private carrier is one who does not carry for all indifferently, but only under special circumstances. *Allen v. Sackrider*, 37 N. Y. 341. The duties of a common carrier are imposed on him because of the public nature of his employment. *McNeill v. Durham Ry. Co.*, 135 N. C. 682. The interest of the public must be concerned in his enterprise, and to find this the character of the business must be considered. *Sholl v. Coal Co.*, 118 Ill. 427. A railroad run exclusively for private purposes is not a common carrier, since the public has no equal right to use it. *Wade v. Cypress Lumber Co.*, 74 Fed. 517. A private ferry running to and from the premises of an individual, who could refuse to admit anyone, has been held not to be in a public employment. *People v. Mago*, 69 Hun (N. Y.) 559. The public can hardly be said to be concerned in the service of the defendant to its island in the case considered. For example, the boats could undoubtedly cease running without violating any right of the public.

CHATTEL MORTGAGES — RECORDING AND REGISTRY — PRIORITY BETWEEN MORTGAGEES. — A took a chattel mortgage on goods subsequently to be acquired by B. The mortgage was not recorded for a month. After the execution but before the recording of this mortgage C sold goods to B and took a mortgage thereon for the purchase price. C's mortgage was recorded after A's and after the goods had been delivered to A upon condition broken. C brought replevin to recover the goods. *Held*, that he cannot recover. *Garri-son v. Street & Harper Furniture, etc., Co.*, 97 Pac. 978 (Okl.).

Where the recording statute provides a definite period within which a chattel mortgage must be recorded, a mortgage so recorded will be valid from its execution even as against a lien attaching before the recording. *McCarthy v. Seisler*, 130 Ind. 63. Where the statute provides no period within which the mortgage is to be recorded, it must be done within a reasonable time. *Wilson*